

MG01

Particulars of a mortgage or charge



089434 13

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

SATURDAY



A07 17/12/2011 #96
COMPANIES HOUSE

1

Company details

Company number

01886042

Company name in full

19 Entertainment Limited (the "Company")

36

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d9 m1 m2 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A second lien U.S. trademark security agreement (the "**Second Lien
Trademark Security Agreement**") between, among others, the Company and
Goldman Sachs Bank USA (the "**Administrative Agent**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see Appendix 1 (Amount secured) to this form
MG01

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Goldman Sachs Bank USA

Address 200 West Street

New York, NY USA

Postcode 1 0 2 8 2

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see Appendix 2 (Short particulars of the charged property) to this form MG01

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Herbert Smith LLP X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Colette Walsh

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7374 8000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

APPENDIX 1

Amount secured

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the meaning given to them in Appendix 2 (*Short particulars of the charged property*) to this form MG01

The Company has granted the charges and security interests described in Appendix 2 (*Short particulars of the charged property*) as security for the payment or performance, as the case may be, in full of the Obligations

"Obligations" shall mean

- (a) the due and punctual payment by the Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of the Borrower to any of the Secured Parties under the Second Lien Term Loan Agreement and each of the other Loan Documents, including obligations to pay fees, premiums, prepayment prices, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding),
- (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Second Lien Term Loan Agreement and each of the other Loan Documents, and
- (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to the Second Lien Trademark Security Agreement and each of the other Loan Documents (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding)

APPENDIX 2

Short particulars of the charged property

1. DEFINITIONS

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the following meanings

"Article 9 Collateral" has the meaning assigned to such term pursuant to the Second Lien Collateral Agreement,

"Borrower" shall mean Intermediate Holdings,

"Collateral" means Article 9 Collateral and Pledged Collateral,

"Equity Interests" of any person means any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing,

"First Lien Term Loan Agreement" shall mean the first lien term loan agreement dated as of December 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time) among the Borrower, the US Target, the lenders party thereto from time to time, and Administrative Agent,

"Foreign Loan Party" shall mean any Loan Party that is a Foreign Subsidiary,

"Foreign Pledge Agreements" shall mean a pledge or charge agreement with respect to the Collateral that constitutes Equity Interests of a Foreign Subsidiary, in form and substance reasonably satisfactory to the Administrative Agent,

"Foreign Security Documents" shall mean one or more security agreements, charges, mortgages or pledges with respect to Collateral of a Foreign Loan Party that is governed by the law of a foreign jurisdiction, each in form and substance reasonably satisfactory to the Administrative Agent, that secure the Obligations of any Foreign Loan Party,

"Foreign Subsidiary" shall mean any Subsidiary that is incorporated or organized under the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia,

"Guarantee Agreement" shall mean the Master Guarantee Agreement (as defined in the Second Lien Term Loan Agreement), dated December 9, 2011 and entered into in respect of the Second Lien Term Loan Agreement, among others, the Borrower, the US Target, the Company, each other Loan Party and the Administrative Agent, as amended, supplemented or otherwise modified from time to time,

"Initial Subsidiary Loan Parties" shall mean each entity listed as such in schedule 1 01(c) to the Second Lien Term Loan Agreement,

"Intellectual Property Security Agreements" shall mean the patent and trademark security agreement and the copyright security agreement made pursuant to the Second Lien Term Loan Agreement,

"Intermediate Holdings" shall mean CKX, Entertainment, Inc , a Delaware corporation,

"Joint Lead Arrangers" shall mean the joint lead arrangers to the Second Lien Term Loan Agreement,

"Lenders" shall mean each lender party to the Second Lien Term Loan Agreement,

"Lien" shall mean, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction), provided that in no event shall an operating lease be deemed to constitute a Lien,

"Loans" shall mean the loans made by the Lenders to the Borrower pursuant to the Second Lien Term Loan Agreement,

"Loan Documents" shall mean the Second Lien Term Loan Agreement, the Security Documents, the Intercreditor Agreement and any promissory note issued under the Second Lien Term Loan Agreement,

"Loan Party" shall mean Intermediate Holdings, the Company and the other Subsidiary Loan Parties,

"Mortgages" shall mean the mortgages, debentures, hypothecs, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents delivered pursuant to the Second Lien Term Loan Agreement, as amended, supplemented or otherwise modified from time to time, with respect to Mortgaged Properties (as defined in the Second Lien Term Loan Agreement), each in form and substance reasonably satisfactory to the Administrative Agent,

"Pledged Collateral" shall have the meaning assigned to it in the Second Lien Collateral Agreement,

"Revolving Credit Agreement" shall mean the revolving credit agreement dated as of June 21, 2011, as amended and restated as of December 9, 2011, among Intermediate Holdings, the US Target and the Administrative Agent thereunder, and the lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof,

"Second Lien Collateral Agreement" shall mean the second lien collateral agreement, a New York law governed collateral agreement, dated as of December 9, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time), among the Borrower, the US Target, the Company, each other Subsidiary of the Borrower identified therein and the Administrative Agent,

"Second Lien Intercreditor Agreement" shall mean the second lien intercreditor agreement dated as of December 9, 2011, among the US Target, the Borrower, the other Subsidiaries of the Borrower party thereto, the Administrative Agent in its capacity as agent under the Revolving Credit Agreement, the Administrative Agent, as agent under the Second Lien Term Loan Agreement, and the other parties from time to time party thereto,

"Second Lien Term Loan Agreement" shall mean the second lien term loan agreement dated as of December 9, 2011 (as amended, restated, supplemented, waived or otherwise

19 Entertainment Limited
Company number – 01886042

modified from time to time), among the Borrower, the US Target, the Lenders party thereto from time to time and the Administrative Agent,

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Joint Lead Arrangers, (d) the Syndication Agent, (e) the beneficiaries of each indemnification, expense reimbursement or other monetary obligation undertaken by any Loan Party under any Loan Document and (f) the successors and permitted assigns of each of the foregoing,

"Security Documents" shall mean the Mortgages, the Guarantee Agreement, the Second Lien Collateral Agreement, the Foreign Pledge Agreements, the Foreign Security Documents, the Intellectual Property Security Agreements and each of the security agreements, mortgages and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to the Second Lien Term Loan Agreement, in each case, as amended from time to time in accordance with the terms hereof and thereof,

"Subsidiary" shall mean a subsidiary of Intermediate Holdings other than any Unrestricted Subsidiary (as defined in the Second Lien Term Loan Agreement),

"Subsidiary Loan Party" shall mean (a) the US Target, (b) each Initial Subsidiary Loan Party and (c) each other subsequently acquired Wholly Owned Subsidiary of Intermediate Holdings (or any person that otherwise becomes a Wholly Owned Subsidiary of Intermediate Holdings), other than any Unrestricted Subsidiary (as defined in the Second Lien Term Loan Agreement) or any Subsidiary pursuant to the Second Lien Term Loan Agreement,

"Syndication Agent" shall mean the Administrative Agent, in its capacity as the syndication agent pursuant to the Second Lien Term Loan Agreement,

"US Target" shall mean CKX, Inc., a Delaware corporation,

"Wholly Owned Subsidiary" of any person shall mean a subsidiary of such person (other than any unrestricted subsidiary (as defined in the Second Lien Term Loan Agreement)) all of the Equity Interests of which (other than director's qualifying shares or nominee or similar shares required pursuant to applicable law to be owned by other persons) are owned by such person or another Wholly Owned Subsidiary of such person

2. CHARGING PROVISIONS

2.1 Pledged securities

As security for the payment or performance, as the case may be, in full of the Obligations, the Company assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the **"Security Interest"**) in all right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by the Company or in, to or under which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the **"Trademark Collateral"**)

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all

19 Entertainment Limited
Company number – 01886042

extensions or renewals thereof, including those set out in Appendix 3 to this form MG01, and

- (b) all goodwill associated therewith or symbolized thereby

2.2 Negative pledge and further assurance in respect of security interests in personal property

The Company

- (i) agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of the Second Lien Collateral Agreement and the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith, and
- (ii) shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as permitted by the Second Lien Term Loan Agreement. The Company shall make or permit to be made any transfer of the Article 9 Collateral and the Company shall remain at all times in possession of the Article 9 Collateral owned by it, except as permitted by the Second Lien Term Loan Agreement.

19 Entertainment Limited
Company number – 01886042

APPENDIX 3**Trademark Registrations and Applications****1. TRADEMARKS**

Owner (and Co-Owner, if any)	Mark	Registration Number	Status	Registration/Renewal/ Expiration Date	Governmental Authority (if non-US trademark)
19 Entertainment Limited dick clark productions, inc	SYTYCD	3919384	Registered	15-Feb-11	
19 Entertainment Limited	IF I CAN DREAM	3870192	Registered Section 44(D)	2-Nov-10	
19 Entertainment Limited	IF I CAN DREAM	3870191	Registered Section 44(D)	2-Nov-10	
19 Entertainment Limited dick clark productions, inc	SO YOU THINK YOU CAN DANCE	3743805	Registered Section 44(D)	2-Feb-10	
19 Entertainment Limited dick clark productions, inc	SO YOU THINK YOU CAN DANCE	3387351	Registered	26-Feb-08	
19 Entertainment Limited dick clark productions, inc	SO YOU THINK YOU CAN DANCE	3458648	Registered	1-Jul-08	
19 Entertainment Limited	SO YOU THINK YOU CAN DANCE	3194223	Registered	2-Jan-07	

19 Entertainment Limited
Company number – 01886042

dick clark productions, inc					
19 Entertainment Limited dick clark productions, inc	SO YOU THINK YOU CAN DANCE	3700424	Registered	20-Oct-09	
19 Entertainment Limited dick clark productions, inc	SO YOU THINK YOU CAN DANCE	3648958	Registered	30-Jun-09	
19 Entertainment Limited dick clark productions, inc	SO YOU THINK YOU CAN DANCE	3193211	Registered	2-Jan-07	
19 Entertainment Limited	CARRIE UNDERWOOD	3415693	Registered	22-Apr-08	
19 Entertainment Limited	I LOVE MUSIC	3175964	Registered Section 44(D)	28-Nov-06	
19 Entertainment Limited	AMERICAN JUNIORS	2975254	Registered	26-Jul-05	
19 Entertainment Limited	AMERICAN JUNIORS	2975256	Registered	26-Jul-05	
19 Entertainment Limited	AMERICAN JUNIORS	2836545	Registered	27-Apr-04	
19 Entertainment Limited	KELLY CLARKSON	3275995	Registered	7-Aug-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3204113	Registered	30-Jan-07	

19 Entertainment Limited
Company number – 01886042

19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3342055	Registered	20-Nov-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3350013	Registered	4-Dec-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3911371	Registered	25-Jan-11	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3357980	Registered	18-Dec-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3416143	Registered	22-Apr-08	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3845238	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	2959920	Registered	7-Jun-05	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3845240	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3550806	Registered	23-Dec-08	
19 TV Limited FremantleMedia	AMERICAN IDOL	3064528	Registered	28-Feb-06	

19 Entertainment Limited
Company number – 01886042

North America, Inc					
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3845239	Registered	7-Sept-10	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3561850	Registered	13-Jan-09	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3257662	Registered	3-Jul-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3683826	Registered	15-Sep-09	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3493354	Registered	26-Aug-08	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3353040	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3114786	Registered	11-Jul-06	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	2751431	Registered	12-Aug-03	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	2951733	Registered	17-May-05	
19 TV Limited	AMERICAN IDOL	3627986	Registered	26-May-09	

19 Entertainment Limited
Company number – 01886042

FremantleMedia North America, Inc					
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3181455	Registered	5-Dec-06	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3101422	Registered	6-Jun-06	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3485531	Registered	12-Aug-08	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3319294	Registered	23-Oct-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL LOGO	2715725	Registered	13-May-03	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL LOGO	2955077	Registered	24-May-05	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL LOGO	3142771	Registered	12-Sept-06	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL LOGO	3146138	Registered	19-Sept-06	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL LOGO	3613333	Registered	28-Apr-09	
19 TV Limited	AMERICAN	3037638	Registered	3-Jan-06	

19 Entertainment Limited
Company number – 01886042

FremantleMedia North America, Inc	IDOL LOGO				-
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL LOGO	3062247	Registered	28-Feb-06	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL REWIND	3204688	Registered	30-Jan-07	
19 TV Limited FremantleMedia North America, Inc	MILITARY IDOL	3244319	Registered	22-May-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	2863808	Registered	13-July-04	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3295322	Registered	18-Sept-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3330238	Registered	6-Nov-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3330275	Registered	6-Nov-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3353263	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL	3366823	Registered	8-Jan-08	

19 Entertainment Limited
Company number – 01886042

19 TV Limited FremantleMedia North America, Inc	AMERICAN IDOL EXTRA	3171505	Registered	14-Nov-06	
19 TV Limited FremantleMedia North America, Inc	IDOL	3352837	Registered	11-Dec-07	
19 TV Limited FremantleMedia North America, Inc	IDOL CAMP	3404390	Registered	1-Apr-08	
19 TV Limited FremantleMedia North America, Inc	IDOL GIVES BACK	3821023	Registered	20-Jul-10	
19 TV Limited FremantleMedia North America, Inc	IDOL GIVES BACK	3814292	Registered	6-Jul-10	
19 TV Limited FremantleMedia North America, Inc	IDOL GIVES BACK Logo	3870662	Registered	2-Nov-10	
19 TV Limited FremantleMedia North America, Inc	IDOL GIVES BACK Logo	3870661	Registered	2-Nov-10	
19 TV Limited FremantleMedia North America, Inc	IDOL SEARCH	3495061	Registered	2-Sept-08	
19 TV Limited FremantleMedia North America, Inc	IDOL TONIGHT	3171630	Registered	14-Nov-06	
19 TV Limited FremantleMedia North America,	MYIDOL	3870660	Registered	2-Nov-10	

19 Entertainment Limited
Company number – 01886042

Inc					
19 TV Limited FremantleMedia North America, Inc	CELEBRITY IDOL	85/085989	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc	CELEBRITY IDOL	85/085999	Official action	15-Jul-10 (filing date)	
19 TV Limited FremantleMedia North America, Inc	MOM IDOL logo	3879172	Registered	23-Nov-10	
19 TV Limited FremantleMedia North America, Inc	MOM IDOL	3847886	Registered	14-Sept-10	
19 TV Limited FremantleMedia North America, Inc	THE SEARCH FOR A SUPERSTAR	2864931	Registered	20-Jul-04	

Date reflects trademark renewal date in respective IP registry

2. TRADEMARK APPLICATIONS

Owner (and Co- Owner, if any)	Applicant	Mark	Application Number	Status	Date Filed	Governmental Authority (if non-US trademark application)
19 Entertainm ent Limited	19 Entertainment Limited	19	85209777	Pending	4-Jan-11	
19 Entertainm ent Limited	19 Entertainment Limited	19	85209796	Pending	4-Jan-11	
19 Entertainm ent Limited	19 Entertainment Limited	IF I CAN DREAM	77644802	Published (Pending)	7-Jan-09	
19	19	IF I CAN	77643232	Published	5-Jan-09	

19 Entertainment Limited
Company number – 01886042

Entertainm ent Limited	Entertainment Limited	DREAM		(Pending)		
19 Entertainm ent Limited	19 Entertainment Limited	DAVID COOK	77597528	Published (Pending) Intent to Use	21-Oct-08	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	IDOL CHATTER	85/335822	Application filed on June 1, 2011	1-June-11	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	IDOL GIVEAWAY	85/329943	Application filed on May 25, 2011	25-May-11	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	AMERICAN IDOL	77/305488	Allowed	16-Oct-07	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	AMERICAN IDOL	1423817	Revived	11-Jun-09	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	AMERICAN IDOL	77/052386	Allowed	28-Nov-06	
19 TV Limited Fremantle Media	FremantleMedia North America, Inc	AMERICAN IDOL	77/160196	Allowed	18-Apr-07	

19 Entertainment Limited
Company number – 01886042

North America, Inc						
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	AMERICAN IDOL HALL OF FAME	85/085984	Published	16-Jul-10	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	WORLD IDOL	77/630308	Allowed	10-Dec-08	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	AMERICAN IDOL	77/466419	Allowed	6-May-08	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	IDOL	78/27549	Allowed	2-Mar-06	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	IDOL	85/127450	Suspended	11-Sep-10	
19 TV Limited Fremantle Media North America, Inc	FremantleMedia North America, Inc	IDOL PROM	85/240322	Pending	11-Feb-11	

19 Entertainment Limited
Company number – 01886042

Inc						
19 TV Limited	FremantleMedia North America, Inc	IDOL PROM	85/240311	Pending	11-Feb-11	
Fremantle Media North America, Inc						
19 TV Limited	FremantleMedia North America, Inc	IDOL PROM	85/240336	Pending	11-Feb-11	
Fremantle Media North America, Inc						
19 TV Limited	FremantleMedia North America, Inc	CELEBRITY IDOL	85/085995	Published	16-Jul-10	
Fremantle Media North America, Inc						
The Comedy Hall of Fame, LLC	The Comedy Hall of Fame, LLC	Stand-Up Comedy Hall of Fame	77843720	Suspended	10-Oct-09	

Date reflects trademark renewal date in respective IP registry



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1886042
CHARGE NO. 36**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND LIEN U.S. TRADEMARK
SECURITY AGREEMENT DATED 9 DECEMBER 2011 AND
CREATED BY 19 ENTERTAINMENT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER
TO ANY OF THE SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER AND ALL MONIES DUE OR TO BECOME DUE
FROM EACH OTHER LOAN PARTY UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 17 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER
2011

2



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES